

# **EXHIBIT B**

**I. MISREPRESENTATION CLAIMS**

- A. MISREP – ASSETS: The amount and/or source of the borrower's assets at origination and/or other information concerning the borrower's assets was misrepresented, which misrepresentation formed the basis of Defendant's breach.
- B. MISREP – BORROWER: The identity of the borrower, information concerning the identity of the borrower, and/or information concerning interested parties' relationship to the borrower was misrepresented at origination, which misrepresentation formed the basis of Defendant's breach.
- C. MISREP – CREDIT/FICO: Information related to the borrower's credit and/or creditworthiness at origination was misrepresented, which misrepresentation formed the basis of Defendant's breach.
- D. MISREP – DEBTS: One or more debts opened by the borrower prior to close of the subject transaction and/or sale of the subject loan were undisclosed/misrepresented at origination, which non-disclosure/misrepresentation formed the basis of Defendant's breach.
- E. MISREP – IDENTITY THEFT: The identity of the borrower at origination was misrepresented as that of someone else, which misrepresentation formed the basis of Defendant's breach.
- F. MISREP – INCOME/EMPLOY: The borrower's income at origination and/or information concerning his/her employment at origination was omitted/misrepresented, which omission/misrepresentation formed the basis of Defendant's breach.
- G. MISREP – NAL OMISSION: A non-arms-length/interested party relationship was omitted/misrepresented at origination, which omission/misrepresentation formed the basis of Defendant's breach.
- H. MISREP – OCCUPANCY: The borrower's intention about the occupancy of the subject property was misrepresented at origination, which misrepresentation formed the basis of Defendant's breach, or the borrower failed to satisfy the occupancy covenants set forth in the applicable security instrument.
- I. MISREP – OTHER: Information related to the borrower or subject transaction was misrepresented at origination, which misrepresentation formed the basis of Defendant's breach.
- J. MISREP – VALUE: The origination appraisal misrepresented the value of the subject property and/or violated one or more underwriting, Uniform Standards of Professional Appraisal Practice, or other requirements, which misrepresentation/violation formed the basis of Defendant's breach.

**EXHIBIT B**

K. MISREP – VOR: Information related to the borrower's rental and/or rental payment history was omitted/misrepresented at origination, which omission/misrepresentation formed the basis of Defendant's breach.

**II. UNDERWRITING CLAIMS**

- A. UW – APPRAISAL: Upon information and belief, the origination appraisal violated one or more underwriting, Uniform Standards of Professional Appraisal Practice, or other requirements, which violation formed the basis of Defendant's breach.
- B. UW – ASSETS: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning verification of the borrower's assets and/or other information related to the borrower's assets, which violation formed the basis of Defendant's breach.
- C. UW – CONTRIBUTIONS/CONCESSIONS: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning costs paid by the seller or an interested third party, which violation formed the basis of Defendant's breach.
- D. UW – CREDIT/BANKRUPTCY: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning analysis of the borrower's credit, creditworthiness, and/or other information related to the borrower's credit, including but not limited to a prior or existing bankruptcy, which violation formed the basis of Defendant's breach.
- E. UW – CREDIT/FICO: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning analysis of the borrower's credit, creditworthiness, and/or other information related to the borrower's credit, which violation formed the basis of Defendant's breach.
- F. UW – DATA ERRORS: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning the use of an automated underwriting system, which violation formed the basis of Defendant's breach.
- G. UW – DEBT DISCLOSURE: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning the borrower's outstanding debt, which violation formed the basis of Defendant's breach.
- H. UW – DOCUMENTATION/ASSETS: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning verification of the borrower's assets and/or other information related to the borrower's assets, and/or verification of the borrower's rental and/or rental payment history, which violation formed the basis of Defendant's breach.

**EXHIBIT B**

- I. UW – DOWN PAYMENT: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning the borrower's minimum down payment obligation, which violation formed the basis of Defendant's breach.
- J. UW – ESCROW: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning escrow accounts and/or escrow holdbacks, which violation formed the basis of Defendant's breach.
- K. UW – EXCESSIVE CASH OUT: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning the permissible amount of cash-out for the subject transaction, which violation formed the basis of Defendant's breach.
- L. UW – FAILURE TO ADDRESS POTENTIAL MISREPRESENTATIONS: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning misrepresentations about the occupancy of the subject property, which violation formed the basis of Defendant's breach.
- M. UW – FLIP TRANSACTIONS: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning ineligible property/land flip transactions, which violation formed the basis of Defendant's breach.
- N. UW – INCOME/EMPLOY: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning verification of the borrower's employment and/or income and/or the reasonableness of the borrower's ability to repay the mortgage debt, which violation formed the basis of Defendant's breach.
- O. UW – INCOME/RATIOS: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning analysis of the borrower's rental income, and/or ratio and/or qualifying guidelines, which violation formed the basis of Defendant's breach.
- P. UW – INCONSISTENT LOAN APPLICATIONS: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning verification of inconsistent information between the borrower's loan applications and/or the reasonableness of the borrower's ability to repay the mortgage debt, which violation formed the basis of Defendant's breach.
- Q. UW – INELIGIBLE INSTRUMENT: Upon information and belief, the subject transaction violated one or more underwriting requirements concerning the information disclosed on the note, which violation formed the basis of Defendant's breach.

**EXHIBIT B**

- R. UW – INSUFFICIENT ASSETS/RESERVES: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning required asset and/or reserve amounts, which violation formed the basis of Defendant's breach.
- S. UW – INVESTMENT PROPERTIES: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning non-owner occupied/investment properties, which violation formed the basis of Defendant's breach.
- T. UW – LACK OF NECESSARY INSURANCE: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning required private mortgage and/or other mandated insurance coverage, which violation formed the basis of Defendant's breach.
- U. UW – LIEN POSITION: Upon information and belief, the subject transaction violated one or more underwriting or other requirements related to the lien position of the subject transaction, which violation formed the basis of Defendant's breach.
- V. UW – MISSING DOCUMENTS: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning necessary or required documentation related to the subject transaction, which violation formed the basis of Defendant's breach.
- W. UW – NAL TRANSACTION: Upon information and belief, the subject transaction violated one or more underwriting requirements concerning non-arms-length/interested party transactions, which violation formed the basis of Defendant's breach.
- X. UW – NON WARRANTABLE CONDOMINIUM: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning the financing/acceptability of condominium projects, which violation formed the basis of Defendant's breach.
- Y. UW – PAYMENT SHOCK: Upon information and belief, in violation of applicable underwriting or other requirements the subject transaction resulted in significant payment shock (the payment for the subject transaction more than doubled the borrower's existing rental or mortgage payment), which violation formed the basis of Defendant's breach.
- Z. UW – PROPERTY: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning verification of the type and/or classification of the subject property, which violation formed the basis of Defendant's breach.
- AA. UW – POINTS/FEES: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning the points and fees paid by the borrower, which violation formed the basis of Defendant's breach.

**EXHIBIT B**

- BB. UW – RATIOS or EXCESSIVE DTI: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning ratio and/or qualifying guidelines, which violation formed the basis of Defendant's breach.
- CC. UW – RESIDENCY: Upon information and belief, the subject transaction violated one or more underwriting or other requirements concerning the borrower's residency, which violation formed the basis of Defendant's breach.
- DD. UW – STRAW TRANSACTION: Upon information and belief, the subject transaction violated one or more underwriting or other requirements related to ineligible straw borrower/straw buyer transactions, which violation formed the basis of Defendant's breach.
- EE. UW – TITLE: Upon information and belief, the subject transaction violated one or more underwriting or other requirements related to the property title and/or lien position of the subject transaction, which violation formed the basis of Defendant's breach.
- FF. UW – INELIGIBLE FOR LOAN PROGRAM: Upon information and belief, the subject transaction violated one or more underwriting or other requirements, which violation formed the basis of Defendant's breach.
- GG. UW – OTHER: Upon information and belief, the subject transaction violated one or more underwriting or other requirements.

**III. OTHER**

- A. COLLATERAL: Upon information and belief, the origination appraisal violated applicable underwriting, Uniform Standards of Professional Appraisal Practice, or other requirements, which violation formed the basis of Defendant's breach.
- B. DOCUMENTATION: Necessary or required documentation concerning the subject transaction was missing, unverified, or otherwise inadequate, and Defendant's failure to obtain, verify, or otherwise ensure the adequacy of documentation concerning the subject transaction formed the basis of Defendant's breach.
- C. IDENTITY THEFT: The borrower's identity at origination was that of someone else, which misinformation formed the basis of Defendant's breach.
- D. MI RESCISSION: Facts and/or events concerning the subject loan transaction resulted in the denial of liability or rescission of coverage by a mortgage insurer, which denial/rescission formed the basis of Defendant's breach.
- E. MISSING VVOE: Necessary or required documentation concerning the verbal verification of the borrower's employment was missing, unverified, or otherwise inadequate, and Defendant's failure to obtain, verify, or otherwise ensure the

**EXHIBIT B**

adequacy of documentation concerning the verbal verification of borrower's employment formed the basis of Defendant's breach.

F. OTHER: The subject transaction was a breach of the Agreements for a reason that does not fit into one of the proceeding categories.